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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT
DIVISION FOUR

LINDA WILLIAMS-NGENGI,

Plaintiff and Appellant,

v.

VACAVILLE HOUSING AUTHORITY et
al.,

Defendants and Respondents.

A132824

(Solano County
Super. Ct. No. FCS034538)

Pro per appellant Linda Williams-Ngengi sued respondents Vacaville Housing Authority and the City of Vacaville Department of Housing and Redevelopment, alleging breach of an unspecified contract. The trial court sustained respondents' demurrer to appellant's first amended complaint with leave to amend, then dismissed the complaint after appellant failed to file an amended complaint. We affirm.

I.
FACTUAL AND PROCEDURAL
BACKGROUND

Appellant, proceeding without an attorney, filed a complaint against respondents on October 22, 2009, alleging breach of contract. The two-page Judicial Council form complaint simply identified appellant and respondents, but included no further information about the nature of the underlying contract, the parties' dispute, or the specific relief appellant sought. Respondents filed a demurrer, which the trial court

sustained with leave to amend, so that appellant could identify “actual facts that would inform [respondents] of the issues” to be litigated.¹

On October 28, 2010, appellant filed a first amended complaint, which stated that it was for “Breach of Written HAP Contract Federal Regulation Title Code 24 Part 982 A, B, and C.” Attached to appellant’s two-page Judicial Council form complaint were 28 exhibits, consisting mostly of documents connected to appellant’s participation in a housing choice voucher program and correspondence between the parties over the preceding three years. Appellant’s complaint did not include any allegations related to the documents, or explain how they supported a breach of contract cause of action. Other than the form allegations, the complaint contained a single allegation, which stated in full: “Threat Intimidation use of Unverified Incorrect Information Used Fraudulent Deception Harassment Misuse of Federal Money Family paying 50% of income No Consequence to landlord for Racial Slur.”

Respondents again demurred to appellant’s complaint, arguing that it did not state facts sufficient to constitute a cause of action; was uncertain, unintelligible, and ambiguous; and failed to plead whether the contract was written, oral, or implied. (Code Civ. Proc., § 430.10, subds. (e)-(g).)

The trial court again sustained respondents’ demurrer with leave to amend. The court’s order sustaining the demurrer states: “Plaintiff fails to allege any facts that support a cause of action for breach of contract against Defendants. Plaintiff fails to allege the formation and nature of the contract entered into between the parties, the manner of breach by Defendants, Plaintiff’s performance of her obligations under the agreement, or how Defendants’ breach resulted in Plaintiff’s damages. Plaintiff makes

¹ Before the trial court ruled on the demurrer, appellant filed an application for a temporary restraining order and permanent injunction, aimed at preventing alleged “[h]arassment” and “[t]hreats,” apparently related to efforts to have appellant removed from her residence. The trial court denied the request. Although appellant refers to statements respondents made in opposing the request, she does not specifically challenge the denial of relief. We therefore need not address appellant’s request for equitable relief further.

no attempt to distinguish the liabilities of Defendants or explain the relevance of the 28 attached exhibits. Consequently, the complaint is uncertain and fails to state a cause of action against Defendants.” Appellant was granted 20 days to amend her complaint.

More than 20 days after the trial court’s order sustaining the second demurrer was filed, appellant filed a document titled “Plaintiff Linda Williams Ngengi Supporting Declaration for First Amended Complaint Arrangements [*sic*] with New Information.” Respondents filed a response and a request for dismissal pursuant to Code of Civil Procedure section 581, subdivision (f)(2), which permits the trial court to dismiss a complaint where a plaintiff fails to file an amended complaint after the sustaining of a demurrer. The trial court granted the motion to dismiss and entered judgment for respondents. This timely appeal followed.

II. DISCUSSION

Appellant contends that the trial court erred in sustaining respondents’ demurrer to the first amended complaint. “An order sustaining a demurrer with leave to amend is not a final judgment and therefore not itself appealable. [Citation.] If a plaintiff fails or refuses to amend the complaint, the court will enter a judgment of dismissal from which an appeal to review the correctness of the ruling on the demurrer may be taken. [Citations.]”² (*Otworth v. Southern Pac. Transportation Co.* (1985) 166 Cal.App.3d 452, 457; see also *County of Santa Clara v. Atlantic Richfield Co.* (2006) 137 Cal.App.4th 292, 312 [plaintiff may elect to stand on complaint instead of amend, then challenge court’s ruling on the demurrer on appeal from subsequent dismissal].) Where a plaintiff does not amend her complaint, “it is presumed that the complaint states as strong a case as is possible [citation]; and the judgment of dismissal must be affirmed if the unamended complaint is objectionable on any ground raised by the demurrer. [Citations.]” (*Otworth, supra*, at p. 457.) We thus review the allegations in appellant’s first amended complaint

² Although appellant opposed respondents’ efforts to dismiss the complaint, she does not claim on appeal that the trial court erred in entering dismissal, only that the trial court should not have sustained respondents’ demurrer.

and determine if any of the grounds raised in respondents' demurrer apply. (*Id.* at p. 458.) We review only the sufficiency of the first amended complaint, and not appellant's original complaint that was superseded upon the filing of the first amended complaint. (*Singhanian v. Uttarwar* (2006) 136 Cal.App.4th 416, 425.)

The statement of a cause of action for breach of contract requires a party to plead (1) the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) damage to plaintiff. (4 Witkin, Cal. Procedure (5th ed. 2008) Pleading, § 515, p. 648.) We agree with the trial court that appellant's first amended complaint did not contain specific allegations about any of these elements. On appeal, appellant again mostly ignores the pleading requirements, and she does not address the trial court's ruling on the demurrer in any meaningful way. Instead, apparently conflating the issues of whether the parties entered into contracts and whether she *properly pleaded* the existence and significance of those contracts, she accuses respondents of taking "conflicting positions" on whether "a contract exists." It may well be that appellant could have amended her complaint to state a valid cause of action based on contracts between the parties; however, having failed to do so, we must affirm based on the amended complaint's deficiencies. (*Otworth v. Southern Pac. Transportation Co.*, *supra*, 166 Cal.App.3d at pp. 457-458.)

Moreover, although appellant lists various cases in her appellate briefs, she does not analyze how they apply to the facts of this case or explain why they support an argument that the trial court committed reversible error, and instead simply summarizes various documents that were attached to her complaint. It is settled that "an appellant must affirmatively demonstrate error through reasoned argument and discussion of legal authority. [Citations.] Simply hinting at an argument and leaving it to the appellate court to develop it is not adequate." (*Cryoport Systems v. CNA Ins. Cos.* (2007) 149 Cal.App.4th 627, 633; see also *Reyes v. Kosha* (1998) 65 Cal.App.4th 451, 466, fn. 6 [court's review is limited to issues that have been adequately raised and supported in appellant's brief].) "Although [appellant] is representing herself in this appeal she is not entitled to special treatment and is required to follow the rules." (*McComber v. Wells*

(1999) 72 Cal.App.4th 512, 523, fn. omitted.) Because a review of appellant's first amended complaint reveals that the trial court correctly concluded that appellant had failed to plead a valid cause of action for breach of contract, and because appellant does not articulate any grounds to reverse the judgment, we affirm.

III.
DISPOSITION

The judgment is affirmed. Respondents shall recover their costs on appeal.

Baskin, J.*

We concur:

Ruvolo, P. J.

Rivera, J.

* Judge of the Contra Costa Superior Court assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.